

Yarmouth 56



This Lease

is made the fourth day of June, one thousand nine hundred and sixty BETWEEN GEORGE VICTOR SMITH of "The Deacons" Yarmouth in the Isle of Wight Gentleman (hereinafter called "the Landlord") which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant upon the term hereby granted) of the one part and CECIL HENRY BRENT-GOOD of "Norlands" Yarmouth aforesaid a Colonel (Retired) in H.M. Army and GERALD GORDON GRANT of The White Cottage Norton in the said Isle (hereinafter called "the Tenants" which expression shall where the context so admits include the survivor of them and their successors in title) being the Trustees for the time being of the Royal Solent Yacht Club of the other part

WITNESSETH as follows:-

1. The Landlord hereby demises unto the Tenants ALL THAT piece of ground situate adjoining the sea and on the North side of the High Street Yarmouth aforesaid and forming the North East corner of the garden of The Deacons Yarmouth aforesaid and for the purposes of identification more particularly delineated in the plan annexed hereto and thereon coloured pink TO HOLD the same unto the Tenants for the term of nine hundred and ninety nine years from the first day of June one thousand nine hundred and sixty paying therefor the yearly rent of a peppercorn if demanded
2. The Tenants so as to render the tenants liable only during the period that the demised premises shall be held in trust for the said Club to the extent of the assets vested in them or in any other person or persons in trust for and for the benefit of the said Club and not further or otherwise hereby covenant with the Landlord as follows:-
 - (i) to pay the reserved rent (if demanded)
 - (ii) to discharge all existing+future rates taxes and assessments and outgoings whatsoever charged or imposed upon the demised premises or upon the owner or occupier in respect thereof or payable by either in respect thereof (except Landlords property tax)
 - (iii) to maintain the buildings in and upon the demised premises and the rails on the south and west sides thereof and the door way and door hereinafter referred to in the wall on the East side thereof in good repair and condition and regularly painted and to keep such door locked when the said premises are not in use
 - (iv) to keep the surface of the demised premises where applicable reasonably clean and free from weeds
 - (v) not to use the demised premises and the buildings and erections now or hereafter to be erected thereon otherwise than for the purpose of the race officers for the time being of the said Club and persons authorised by them or by the Secretary or Flag Officers of the said Club from time to time in that behalf and in particular not to do otherwise than for the purposes aforesaid in and upon the said Club anything which may be or become a nuisance or annoyance to the Landlord in connection with his enjoyment of

his adjoining premises and garden

(vi) not to assign underlet or part with possession of the demised premises or any part thereof without the written consent of the Landlord first obtained but so that no such consent will be required for an assignment or underletting consequent upon an amalgamation change of name or other re-organisation of such Club

(vii) not without the landlord's consent in writing to remove any trees or shrubs on the said land

(viii) not without the landlord's consent to erect any further or additional buildings or erections of any nature on the demised land but so that such consent shall not be unreasonably withheld in the case of such building or erection properly required by the Club for the purposes aforesaid

(ix) not to allow any person except the landlord and members guests and servants of the said club to use the demised premises and not to invite or allow the general public to enter thereon either gratuitously or otherwise

(x) to deliver up the demised property at the termination of the term in a condition consistent with the foregoing provisions

3. Provided that and it is hereby agreed and declared that if and when the said Club shall no longer require the use of the said land for the purposes aforesaid either party may by twelve months written notice to the other to that effect determine this lease but so that no such notice may be served by the landlord unless the said Club has ceased using the demised premises for two whole consecutive years and in the event of such notice being given by the landlord if the said Club shall at any time before the termination of such notice again require to use the same and shall notify the Landlord in writing to that effect then the notice so served by the Landlord terminating the lease shall be rendered of no effect

4. The Landlord hereby covenants with the Tenants during the continuance of this lease in manner following :-

(i) to maintain and cultivate his adjoining land to the west and south as a garden in a good and proper manner and keep the same neat and tidy and the trees safe but not to cut or lop any of the existing trees unless necessary for the purpose of safety

(ii) not to erect any building nor permit any tree shrubs or flowers to grow or be planted on the piece of land to the west of the demised premises to a height of more than three feet or in any way obstruct the line of vision in that direction from the demised premises

(iii) to permit any supports and posts for the maintenance of the Club's flagstaff and signal post on his adjoining land and entry thereon for the purpose of repair renewal removal and erection thereof from time to time the tenants making good any damage to the surface of the land caused thereby

(iv) to maintain and repair the wall on the east side of the demised land and the sea wall on the north thereof both above and below ground level but not so as to raise such sea wall above its present level without the written consent of the Tenants

SIGNED SEALED

GERALD GORDON

(v) to permit the said Club to fix place and maintain a telephone wire or other means of communication between the demised premises and the Club house on the adjoining land of the Landlord to the west and along the sea wall.

5. Provided always and it is hereby agreed as follows :-

(i) if there shall be any breach of any of the stipulations or provisions on the part of the tenants herein contained or if the said club or its assignees or successors shall be dissolved or otherwise cease to exist (except for the purpose of amalgamation or reconstruction as aforesaid) the Landlord may reenter on the demised premises and thereupon the term hereby created shall forthwith determine without prejudice to the Landlord's rights and remedies in respect of any such breach

(ii) on the determination of the tenancy or within one month thereafter if there shall not be any unsatisfied breach of any stipulations or provisions on the part of the tenants herein contained the tenants may remove all or any buildings structures or fixtures used or occupied by them for the purpose of the said Club on the demised premises.

6. Any notice required to be given to the tenants shall be duly served if sent by registered post addressed to the Secretary of the said Club at the Club House and premises and any notice to the Landlord shall be duly served if sent in like manner to him at his last known residence

7. If any dispute shall arise between the parties in relation to any rights or liabilities hereunder the same shall be referred to two arbitrators or their Umpire pursuant to the Arbitration Acts 1889 to 1934 or any subsisting statutory provisions relating to arbitration.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day
and year first above written

SIGNED SEALED AND DELIVERED by the said
GEORGE VICTOR SMITH in the presence of :-

Victor Smith

KB/ear
Solicitor
Yarmouth T.O.C.

SIGNED SEALED AND DELIVERED by the said
CECIL HENRY BRENT-GOOD in the presence of :-

SIGNED SEALED AND DELIVERED by the said)
GERALD GORDON GRANT in the presence of :-)

DATED

4th June.

1960.

SIGNED SEAL
DEREK SMITH

4
M. V. Smith
A. C. G. Cross
R. H. G. Cross

SIGNED SEAL
CECIL HENRY

of :-

SIGNED SEAL
STANLEY GEC

4
M. V. Smith
A. C. G. Cross

SIGNED SEAL
GEORGE GORI

G. V. SMITH, ESQ.,

&

C. H. BRENT-GOOD, ESQ.,

&

G. G. GRANT, ESQ.,

Lease

of

leasehold land in High Street, Yarmouth

in the Isle of Wight.

4/6/60

Joyce, Bundy & Cross,

High Street,

Yarmouth, I.W.

WHEREAS by the within written Lease made between the now deceased George Victor Smith of the one part and Cecil Henry Brent-Good and the now deceased Gerald Gordon Grant of the other part (as Trustees for the Royal Solent Yacht Club) the said George Victor Smith demised the piece of ground therein described on the terms and conditions therein specified for the term of nine hundred and ninety-nine years from the first day of June One thousand nine hundred and sixty-

AND WHEREAS the said George Victor Smith died on the Twenty-fourth day of February One thousand nine hundred and sixth-five _____

AND WHEREAS the premises described in the within written Lease are now vested in the said Derek Smith as the Landlord _____

AND WHEREAS by a Deed of Appointment dated the Tenth day of December One thousand nine hundred and sixty-six the said Cecil Henry Brent-Good Stanley George Ball and George Gordon Kent were appointed to be the Trustees for the time being of the Royal Solent Yacht Club and as such the tenants for the time being of the premises demised by the within written Lease —

AND WHEREAS it is desired or has been agreed between the parties hereto to amend Clause 3 of the said Lease. _____

NOW THIS DEED WITNESSETH as follows :-

Clause 3 of the within written Lease shall be held to be deleted and the following substituted therefor : _____

Provided that and it is herein agreed and declared that if and when the said Club shall no longer require the use of the said land for the purposes aforesaid either party may by twelve months written notice to the other to that effect determine the Lease but so that no such notice may be served by the Landlord unless the Club has ceased using the described premises for two whole consecutive years and in the event of such notice being given by the Landlord if the said Club shall at any time before the termination of such notice again require to use the same and shall notify the Landlord in writing to that effect then the notice so served by the Landlord terminating the Lease shall be rendered of no effect and it is further agreed and declared that if during time of War and National Emergency the said land shall not have been used by the said Club for two or more years then the Landlord shall not be entitled to serve notice as hereinbefore provided but that the Lease shall continue until the termination of such War or National Emergency as if the Club had used the premises.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written. _____

SIGNED SEALED AND DELIVERED by the said }
DEREK SMITH in the presence of :- }

Williams
Address
Philadelphia

SIGNED SEALED AND DELIVERED By the said
CECIL HENRY BRENT-GOOD in the presence
of :- } }

4th Dec. Group Captain.
Woodhouse, Thirley, L.W. Secretary, R.S.A.C.

SIGNED SEALED AND DELIVERED by the said }
STANLEY GEORGE BALL in the presence of:-)

Mr. J. G. S. Architect
Architects
92 High Street E. (instead) Sussex
Occupation Architect.

SIGNED SEALED AND DELIVERED by the said)
GEORGE GORDON KENT in the presence of:-)

G. R. Stev
Woodhouse, Thurley, L.W.

Secretary, L.S.Y.C.

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C. H. Brantford Ltd

S. L. M. Ball

3) Guy G. Lewis

F.R. 202 TP-8 1/12

Second stage

G. V. SMITH, ESQ.

— & —

C. H. BRENT-GOOD, ESQ.

— & —

G. G. GRANT, ESQ.

Lease

with MEMORANDUM endorsed

— of —

leasehold land in High Street,
Yarmouth in the Isle of Wight.
